

EXTENSION OF THE ANNEX TO PURCHASE ORDER NUMBER 18259 OF THE DIRECT HIRING 2017CD-000041-PROTURISMO, HIRING OF A COMMUNICATION, MARKETING AND/OR PUBLIC RELATIONS AGENCY DOMICILED IN THE UNITED STATES, BETWEEN THE COSTA RICAN TOURISM INSTITUTE AND MMGY GLOBAL LLC

We, **ALBERTO LÓPEZ CHAVES**, of legal age, married once, Economist, with a Master's Degree in Strategic Management, PhD in Business Administration, resident of Montes de Oca, bearer of identity card number two-four-nine-zero and one-four-six-three, **GENERAL MANAGER OF THE COSTA RICAN TOURISM INSTITUTE**, with legal card number four-zero-zero-zero-four-two-one-four-one-one-five, who for this purpose exercises administrative, legal, judicial and extra-judicial representation, as well as general powers of attorney without limit of amounts on behalf of the institution, hereinafter referred to as the **INSTITUTE**, re-elected in his position according to agreement No. SJD-256-2020 of the Board of Directors taken at Virtual Ordinary Session No. 6127, Article 2, subsection II, held on July 13, 2020, published in *La Gaceta* No. 175 of July 18, 2020, and **CLAYTON** (name) **REID** (surname), with a single surname by reason of his/her U.S. nationality, of legal age, holder of his/her country's passport number 506605510, resident of 8800 Deer Run Lenexa Kansas 66220, United States of America, in his capacity as administrator and legal representative of the company MMGY Global LLC, we subscribe this extension to the Annex to the Purchase Order Number 18259 of Direct Hiring 2017CD-000041-PROTURISMO, Hiring of a Communication, Marketing and/or Public Relations Agency domiciled in the United States, between the Costa Rican Tourism Institute and MMGY Global LLC, that shall be governed by the following clauses:

WHEREAS:

- I. That in accordance with the document named: *Annex to Purchase Order Number 18259 of Direct Hiring 2017CD-000041-PROTURISMO, Hiring of a Communication, Marketing and/or Public Relations Agency domiciled in the United States, between the Costa Rican Tourism Institute and MMGY Global LLC*, specifically in Clause Four section 4.8 and Clause Twenty-Five, the term of the contract would be for two years from the start order, with the possibility of extension for up to an equal period (2 years), for a total of four years, and the Institute shall carry out a performance review, in order to decide whether or not to renew the contract.
- II. That according to SJD-193-2020 of June 17, 2020, the Board of Directors in Virtual Ordinary Session No. 6122, Article 5, subsection VIII, held on June 15, 2020, authorized the extension of the contract.

THEREFORE

ONE. In accordance with Clause Four point 4.8 and Clause Twenty-Five, of the Annex to Purchase Order Number 18259 of Direct Contracting 2017CD-000041-PROTURISMO, the possibility of extending the contract for a period of two more years was provided, which was approved by the Board of Directors of the Institute according to SJD-193-2020 of June 17, 2020, therefore the parties agree to apply the extension to the contract, for the period from October 1, 2020 to September 30, 2022.

TWO. In SJD-193-2020 of June 17, 2020, the Board of Directors of the Institute agreed:

A) In accordance with the technical criterion contained in official letter No. DP-0365-2020 signed by the Promotion Department, approve the renewal of the contract with the public relations agency MMGY Global LLC, domiciled in New York, New York, hiring through Contract 2017CD-000041- PROTURISMO "Hiring of a Communication, Marketing and/or Public Relations Agency domiciled in the United States", for an additional period of two years, starting from October 1, 2020 and until September 30, 2022, in the amount of \$1,189,992.00.

Therefore, this contract will maintain the same amounts indicated in official letter No. PRO-0214-2018, in terms of the amounts indicated in the Monthly Fee, presentations in Costa Rica, translations, actions not included in the monthly fee, trips within the United States and Canada and no commission collection.

a) "MONTHLY FEE: This item includes what is described in section 9 "Scope of the Services" of the respective notice, in addition to administrative costs, actions such as telephone calls to journalists, influencers and media in the United States and Canada, either to carry out daily actions with them or as part of special projects; also costs such as photocopies, printouts, among others. The above for the total amount of \$1,189,992.00.

b) PRESENTATIONS IN COSTA RICA: The ICT: The INSTITUTE will have an additional budget of \$40,000 for the two years of the contract (\$20,000.00 per year) to cover the costs of submissions of strategies or public relations projects that are required to be made in Costa Rica. This item will be in addition to the budget for public relations actions and will be paid in accordance with ICT administrative procedures.

c) TRANSLATIONS: The INSTITUTE will have an additional budget for the contract years of \$20,000.00 (\$10,000.00 per year), intended for the payment of translation of documents from Spanish to English and from English to Spanish, for legal documents, press releases of international importance prepared by the ICT or other government institutions and that are of interest to the American market, as well as any other document that is requested by the ICT.

d) ACTIONS NOT INCLUDED IN THE MONTHLY FEE: This item does not have a fixed amount (subject to ICT budget availability) for special projects, subcontracting and work not included in the monthly fee. This means that, in addition to the budget allocated to pay the monthly fee, the

INSTITUTE may, according to its annual priorities, have extra budget to cover other actions that are not included in this item and that represent strategic opportunities for the promotion of Costa Rica. This extra budget will be defined annually by ICT and may vary according to its budgetary availability.

(e) TRIPS WITHIN THE UNITED STATES AND CANADA: In the event that the transfer of agency's executives is required within the United States and Canada, at the request of the ICT, or in order to comply with the specific projects that are assigned, the INSTITUTE will pay travel costs, within these countries. The budget to ensure compliance with this item will be taken from the item of special projects (Actions not included in the monthly fee).

f) NO COMMISSION COLLECTION: The INSTITUTE will not be charged any type of commission when using the figure of the monthly fee, and if it is necessary to subcontract any service by third parties, the AGENCY will charge the INSTITUTE the net amount of service, without additional charges.”

Summary table of years 3 and 4

	Monthly Cost	Annual Cost
Fee Year 3	\$49,583.00	\$594,996.00
Fee Year 4	\$49,583.00	\$594,996.00
Presentations or work sessions in Costa Rica year 3		\$20,000
Presentations or work sessions in Costa Rica year 4		\$20,000
Maximum cost for translations year 3		\$10,000
Maximum cost for translations year 4		\$10,000
Total years 3 and 4		\$1,249,992.00

THREE. THE AGENCY shall maintain the percentage, amount and validity of the Performance Guarantee for the entire period of the extension of the contract, thus complying with the provisions of Clause Thirty-One of the original contract.

FOUR: In everything else, the provisions of the Annex to Purchase Order Number 18259 of Direct Contracting 2017CD-000041-PROTURISMO, Hiring of a Communication, Marketing and/or Public Relations Agency domiciled in the United States, between the Costa Rican Tourism Institute and MMGY Global LLC are maintained.

Having read the foregoing and being satisfied, the parties sign it in San José, on the.... day of the month of... of the year twenty twenty.



Alberto López Chaves
General Manager ICT



CLAYTON REID
Administrator and representative of MMGY Global LLC